

****NOT INCLUDED IN ELECTRONIC FILE****

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS

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In re:

Burgess; Raymond

16527 Morgan Run
Missouri City, TX 774893962

Debtor (s)

Chapter 13

Case No: 0444326

Unsecured Claim Amt: \$1,230.29

Secured Claim Amt: \$0.00

Trustee: David Peake

Court Unsecured Claim No: 0004

Trustee Unsecured Claim No.: 0040

Court Secured Claim No. :

Trustee Secured Claim No.:

JOINT NOTICE OF TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001 (e) (2), WAIVER OF OPPORTUNITY TO OBJECT, AND REQUEST FOR NOTICE PURSUANT TO FRBP 2002

LVNV Funding LLC its successors and assigns as assignee of CitiFinancial Inc. (the "Purchaser/Transferee/Assignee") hereby provides notice of the unconditional sale and transfer of all right, title, and interest in and to the Claims (as such is defined in the Purchase and Sale Agreement dated 3/30/2007 by and between the Seller/Transferor/Assignor and Purchaser/Transferee/Assignee) including the Claim referenced above (the "Bankruptcy Claim").

Pursuant to Bankruptcy Rule 3001 (e) (2) and the foregoing assignment, the Purchaser/ Transferee/Assignee hereby requests that it be substituted for the Seller/Transferor/Assignor as the record holder of the Bankruptcy Claim for all purposes in these proceedings. As is set forth in the attached assignment, the Seller/Transferor/Assignor concurs with the request, and is aware of the transfer, and declines its opportunity to object under FRBP 3001 (e) (2). Accordingly, the Purchaser/Transferee/Assignee requests that the transfer of the Bankruptcy Claim be made immediately upon the docketing of the **Joint Notice of Transfer of Claim**.

Purchaser/Transferee/Assignee further requests that it be added to the mailing matrix in the above case pursuant to Bankruptcy Rule 2002, so as to receive copies of all notices and pleadings sent to creditors or other parties in interest.

The original Proof of Claim may have been filed by the Seller/Transferor/Assignor under its name or the name of any of the following acquired institution(s):

Account number: 0142 *4309550130142*

Trustee/Orig Acct #: **

Dated: September 19, 2007

SELLER/TRANSFEROR/ASSIGNOR: PURCHASER/ASSIGNEE/TRANSFEE:

CitiFinancial Inc.
11436 Cronhill Drive, Suite H
Owings Mills, MD 21117

LVNV Funding LLC its successors and assigns as assignee of CitiFinancial Inc.
c/o RESURGENT CAPITAL SERVICES
P. O. BOX 10587
GREENVILLE, SC 29603-0587
Toll Free: (877) 264-5884
Fax: (864) 678-8790

By: See attached assignment

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

ASN:

PORT: 7647

CT: 146

By: /s/ Joyce Montjoy

JOYCE MONTJOY

7647

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of March 30, 2007 between CitiFinancial Inc., a corporation organized under the laws of the state of Maryland, located at 300 St. Paul Place, Baltimore, MD 21202 (the "Seller") and Sherman Originator LLC, located c/o Sherman Capital Markets LLC, 200 Meeting Street, Charleston, SC 29401 ("Buyer").

The Accounts include Accounts previously owned by Washington Mutual Finance and The Associates and their predecessor companies.

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated March 30, 2007 between Buyer and the Seller (the "Agreement"), the Seller does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, who simultaneously transfers, sells, assigns, conveys, grants, bargains, sets over and delivers to LVNV Funding LLC ("Subsequent Buyer"), and to Subsequent Buyer's, successors and/or assigns, the Accounts described in Section 1.2 of the Agreement.

Seller hereby stipulates that Subsequent Buyer may be substituted for Seller as the valid owner of the Accounts and hereby irrevocably waives any and all notice, hearing requirements imposed by or right to object under Bankruptcy Rule 3001 (e) (2) or otherwise.

This Bill of Sale, Assignment and Assumption Agreement is executed without recourse and without representations or warranties including, without limitation, warranties as to collectibility.

CitiFinancial Inc.

By: 

(Signature)

Name: John G. Ward

Title: SVP